



# SGT UNIVERSITY

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY

(UGC Approved)

Gurugram, Delhi-NCR

Budhera, Gurugram-Badli Road, Gurugram (Haryana) – 122505 Ph. : 0124-2278183, 2278184, 2278185

**INTERNAL QUALITY ASSURANCE CELL**

# **IPR Policy & Perspective**



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## 1. Prologue

The Shree Guru Gobind Singh Tricentenary University, hereinafter referred to as SGTU, is engaged in teaching, research and dissemination of knowledge to the public for widest welfare. The University came into existence by the Haryana Private Universities (amendment) Act Number 8 of 20103 to make educational facilities available to all sections of society, under the name of Shree Guru Gobind Singh Ji, the great philosopher and social reformer who propagated the message ‘spread of learning is the best service to mankind’. Since its inception, the SGTU has been endeavouring to make this philosophical message come true by producing and disseminating knowledge, and encouraging creativity and scholarly works. In the University, faculty members, research scholars and the students are engaged in research and development work of considerable importance. Such works may lead to evolution of intellectual property know-how, copy-rights, designs, instruments, devices, processes, specimen, software and other inventions having potential for commercialization with or without the registration under different Acts enacted by the Government for protection of intellectual rights and properties. The university is conscious that the creation of intellectual property not only contributes to the professional development of the individuals involved, but also enhances the reputation of the University, enthuses spirit of innovation and inquisitiveness among students and promotes public welfare. It is in this spirit that the efforts of the university are geared towards generating new knowledge and bringing the fruits of such knowledge to public use, while protecting the interests of the researchers. This is in keeping with the vision of the University given as follows:

**“Driven by research and innovation, we aspire to be amongst the top 10 Universities in the country by 2022”.**

To meet the goals envisaged in the aforesaid vision, the university is committed to provide an environment where scholarship and innovation can flourish and those participating in these endeavours can be suitably rewarded for their efforts. Like wise, the university also feels that its scholars can develop certain intellectual properties as a result of the environment and the facilities they are provided in the campus in general and the laboratories in particular. The gains of such intellectual property should not only benefit the university but also the creators including scientists and students. Such benefits, besides being in monetary form, will also be in the form of dissemination of such knowledge to the future generation of students, scholars and faculty.

This policy document is intended to establish the respective rights and obligations of the University, its faculty, research scholars, students and other employees engaged in creation of intellectual property of all kinds now and hereinafter existing. The policy shall govern and provide a line of action for management of the intellectual property, and protect the intellectual property rights of participants in creation of such property.



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2. **Commencement of the Policy:** This policy comes into effect from the date of approval granted by the Executive Council of the University or from the date of approval by the Vice-Chancellor in anticipation of approval of Executive Council.

### 3. The key terms used

The important terms used in this policy document are:

- i) **Assignment Transfer:** Transfer in writing of the rights or title in the intellectual property to other than the creators / owner of property.
- ii) **Copyright:** An exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.
- iii) **Copyrightable materials :** These include
  - a) Books, research articles, glossaries , laboratory manuals, syllabi, tests and proposals, study guides, bibliographic material;
  - b) Lectures, musical or dramatic compositions, unpublished scripts;
  - c) films, filmstrips, charts, transparencies, and other visual aids,
  - d) live video and audio broad-casts;
  - e) Research notes and research data reports;
  - f) Other materials or works other than software which qualify for protection under the Indian Copyright Act.
- (iv) **Creator(s):** Any person in the employment of the university whether full time or part time, or research scholars / students / project fellows responsible for the creation of an intellectual property with the University facilities.
- (v) **Confidential disclosure:** An agreement of non disclosure between disclosing and recipient parties or a team in a research contract or license agreement.
- (vi) **Direct Expenses:** The costs associated with the development, protection, maintenance and licensing of intellectual property, including the salaries or other overhead costs incurred by university.
- (vii) **Disclosure of Invention:** A written description of an invention that is confidentially shared by the inventor with the university.
- (viii) **Educational materials:** The content and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses as well as other delivery methods.
- (ix) **Intellectual Property (IP):** Any property generated out of intellectual effort of the creator(s), which will include, but shall not be limited to,
  - a. any new and useful patentable scientific and technical advancement in the form of innovations and inventions. It may include products and processes, computer hardware/software, materials, biological varieties etc.
  - b. the copyrightable industrial and architectural designs, models, drawings, creative, artistic and literary works, records of research, etc.
  - c. trademarks, service marks, logos etc.
- (x) **IPR Cell:** A separate office in the university for management of IPR which will be known as IPR Cell. The cell will be headed by chairman appointed by Vice Chancellor on the recommendation of Director, IQAC. The cell will have an advisory committee comprising of chairman IPR Cell and 5-8 other members.



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- (xi) **Know-how:** The knowledge, innovations, expertise, procedures, and trade secrets regarding the use of material, product or resource, or the practice of a method for a particular purpose.
- (xii) **Patent and patentable materials:** Discoveries and inventions of new products and processes, as defined in Indian Patent Act 1970 and further amended from time to time.
- (xiii) **Patentee:** The person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.
- (xiv) **Principal Investigator (PI):** Principal Investigator or PI is the main or leading researcher or scientist working on a research project
- (xv) **Publication:** A verbal or printed public enabling disclosure of an invention. Printed publication includes abstracts, student thesis and in certain instances, the research proposals or synopses.
- (xvi) **Revenue:** Any payment received as per an agreement by the university, usually for legal use of an intellectual property of the university through a mechanism of licensing.

#### 4. The Policy Goals

The policy goals are laid down as follows:

- 4.1 to promote, spur and encourage creative activities in all the areas of academics and research in the university;
- 4.2 to protect all lawful interests of the stakeholders including the University, faculty, scholars, students and other members of the University and the society at large so as to resolve conflicts of opposing interests;
- 4.3 to lay down a transparent and fair administrative system for the ownership, control and assignment of IPRs and sharing of the revenues resulting from the properties so created and held by the University;
- 4.4 to develop a mechanism through which research results and technology developed in the course of research in the campus may be transferred to the outside world through channels of commerce and transfer of technology;
- 4.5 to lay down standards for determining the rights and obligations of the university, creator of IP and their sponsors in respect of inventions, discoveries and intellectual works created in the university;
- 4.6 to secure compliance with extant regulatory norms with regard to IP creation and protection goodwill;
- 4.7 to build and sustain goodwill of the university as an academic institution of the highest order and to confer the benefits of its scholarship and teaching on the creators and users; and
- 4.8 to provide a mechanism for preservation and use of IP and lay down procedures through which invention and discoveries made in the course of research are disseminated to the public through the channels of transfer of technology, and also to generate intellectual property for common use and benefit while generating funds to further strengthen research and academic activities.



### 5. IP Ownership

Except otherwise provided in collaborative /sponsored research agreements, the University shall be the owner of all IPs including inventions, softwares, designs and integrated circuits and specimens, created by creators as a result of University research or by substantial use of University facilities.

However, in the case of sponsored or collaborative research the specific provisions relating to IPR made in contracts governing the collaborative /sponsored activity shall determine the ownership of IP. Usually where there has been external funding of any project, the IP generated from such a project shall be jointly owned by the University, creator of IP and the funding agency which has provided funding under a specific agreement with the University.

The creator of the IP on a mutual agreement may assign his/her IPR to the University for its management. If the University cannot, or decides not to proceed in a timely manner to protect and/or license university owned intellectual property, it shall assign ownership to the creator upon his/her request.

The right to ownership may be retained by the creator of the intellectual property in respect of the following;

- 5.1. All intellectual property developed without University resources.
- 5.2. All rights in books, articles and other publications (whether material or digital mode), works of art, literature and music recordings, so long as such works are not the outcome of projects of University research, nor developed during performance of a sponsored research project.
- 5.3. All copyrights in papers, thesis and dissertations prepared to meet university degree requirements or in partial fulfillment of the requirement of a degree/diploma.

### 6. Creation of Intellectual Property

The University can create patentable or copyrightable material under following conditions:

- 6.1 When a team of researchers deputed by the university develops copyrightable / patentable material via any project undertaken under agreement with and funding by an external agency, whether government or non government.
- 6.2 When same external funding agency whether government or non-government, sponsors the development of same specific patentable or copyrightable material under an agreement with the university and its researchers.

### 7. Management of IPR

IPR Cell of the University shall perform the activity of evaluating, protecting, marketing, licensing and managing the IP generated at the University. The creators of the IP shall provide all the necessary information to the cell for the management of the IPR. The cell will get it evaluated through the IPR Advisory Committee and also by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR. An invention will be patented only if it



has some commercial use, motivation and viability at some point of time in the future.

## 8. IPR Registration

**8.1 Filing of application in India:** When any creator(s) want to get a creation patented or transfer the same for commercial exploitation; he / she will be required to make an application for the purpose to the chairman of IPR cell. If any creator(s) feels the need for immediate safeguarding of his/her interest, a professional patent may be directly applied by the creator(s) after obtaining the permission from the University. However, he/she will have to simultaneously apply for the evaluation of the IP by the University as per the prescribed procedure. When the University decides to take the patent or copyright (Jointly with Creator(s)), the expenses incurred by the latter for obtaining the professional IP will be reimbursed by the University.

Further, it will be incumbent upon the University employees associated directly or indirectly in the process of creation and filing to treat all IPR related information as confidential. Such confidentiality shall be maintained, unless such knowledge is in the public domain or till such time as decided by the university.

**8.2 Filing of Application in Foreign Countries:** If any creator chooses to apply for foreign patent, the University may consider the request based on the merit of the intellectual creation. However, if the University decides not to file such a patent in any foreign country, the University shall assign rights of IP in that country to the creator(s) for the purpose of such protection on the request of the creator(s)

## 9. Renewal of Patents

The University will pay the Patent fees and charges incidental to registration for the first seven years in all cases where patent is taken by the University (Registrar of the University Jointly with Creator). If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared with that agency. If the patent has been commercially exploited within the first seven years, the University shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first seven years, the University and the creator(s) shall share the subsequent installments of renewal fees on 50.50 basis. If the creator does not show interest in such renewals, the University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection at its discretion.

## 10. Transfer of IP

10.1. The creator shall make a confidential disclosure to the Patent

Attorney/ Legal Expert/IPR cell in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable or has potential for commercialization and licensing. The creator may



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consult IPR cell with respect to his duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR cell.

The disclosure will include sufficient details of the nature, purpose, operation and technical characteristics of the creation. The creator(s) shall regularly update the IPR cell about all developments (like publications, sale or use of IP) after the confidential disclosure.

- 10.2. If the creator claims an ownership interest in IP or has any doubt about whether an assignment must be made to the University, he/she may seek determination of right by filing claim in writing in the IPR cell. The University shall decide the determination of such rights and communicate to the applicant within 90 days of applying. In case of any dispute the matter may be referred to Vice-Chancellor for a final adjudication.
- 10.3. The IPR cell will get inventions and other IP evaluated before it accepts for its management. Thereupon it shall either assign the task of securing patent/copyright in the IP and of managing its subsequent economic use to the specialist agency or do so itself in a timely and efficient manner. The university will bear direct expenses associated with obtaining all protection, except if the creator/inventor has withdrawn management of IP from specialist agency / IPR cell on grounds of non-performance.
- 10.4. In order to commercially exploit the invention, the University or the creator after obtaining approval from the Vice-Chancellor through Chairman, IPR cell, may approach external agencies for commercial exploitations. All agreements for transfer shall be signed by the Registrar of the University on the recommendations of Chairman, IPR cell and the creator (of the IP being transferred), on behalf of the University.
- 10.5. Where an IP is a creation of more than one creator, they shall authorize in writing one of them to undertake responsibility to perform all actions for IP protection purposes. At this stage all members of the group of creators shall also sign a revenue sharing agreement for the IP among themselves. Any conflict with regard to revenue sharing among the creators will be resolved by the University and the same will be binding on all the creators of the IP.

## 11. Revenue Sharing

In order to inspire further research and to form a corpus for further research at the university level, the revenue sharing will be as specified in sub clauses of this sub-section.

The share of university, creator(s), and support staff will be determined after deducting the direct expenses from the gross revenue received by the university. The share(s) of creator(s) will be disbursed annually to them or their nominees, as the case may be. Where there are co-creators, they will sign a revenue sharing agreement among them at the time of disclosure and submit its copy to the chairman IPR cell. The agreement will clearly specify the percentage share of co-



creators, which they may like to revise by mutual consent and submit the revised agreement within one year of signing the agreement.

The sharing of revenues among the university, creators (team of researchers) and support staff will be as follows:

- 11.1 When an IPR is generated by an individual researcher or a team of researchers by using substantial University resources, the sharers in revenue shall be the individual researcher, team of researchers, the University and Support Staff. The sharing ratio shall be creator and his/her team 60%, the University 35% and Support Staff 5%. The Creator or PI and his team of researchers will mutually decide their share by a separate agreement / understanding, as the case may be.
- 11.2 When University is the Creator, the income from economic use of IP will be shared amongst the University, Research Team and Support Staff (engaged by the researcher) as 60%, 35% and 5% respectively.
- 11.3 In the case of funded research, the income from economic use to be received from the funding agency will be on revenue sharing basis as per the agreement assigning economic use to that institution when it is the economic user. The income received from economic user shall be shared between the team of researchers, the University and Support Staff as 60%, 35% and 5% respectively.
- 11.4 When an IPR is licensed to any Commercial Undertaking other than Funding Agency, the royalty receivable from the economic user will be as provided in the licensing agreement with that Commercial Undertaking. Such income will be shared equally (50 : 50) between the Funding Agency and the University. The royalty so received by the university will be distributed among the university researcher/team of researchers and support staff as in the para 11.3) above.

## 12. Responsibilities of the University

The university will discharge its IPR related responsibilities through IPR Cell in the following ways:

- 12.1 To spread awareness among its subjects including teachers and scholars about IPR management through workshops / seminars / expert talks by experts in the field including scientists and legal luminaries.

The university will also make aware the faculty members, scholars and other staff regarding intellectual property available in the university from time to time

- 12.2 To provide legal support as it deems necessary or desirable or as requested by a creator(s) for protection of intellectual property in which University has stake/share.

- 12.3 To facilitate the assignment or transfer of such intellectual property for economic use or commercial use to any end user or commercial undertaking or its own incubation center for further use with the consent of creator(s)



## 13. Responsibilities of the creator(s)

- 13.1 To make a complete and timely disclosure of all patentable/copyrightable inventions, discoveries and other works in which University has stake/share as described in this policy.
- 13.2 To render full cooperation throughout the assignment process to protect and affect transfer of the IP for commercial use and supply all records and documents he/she possesses and that are necessary for the IP protection.
- 13.3 To fully cooperate with the University and IPR office in resolving all conflicts and to make timely disclosure of potential conflict relating to IP concerning him/her.

## 14. Dispute Resolution

All IPR related disputes of any nature, including interpretation of this policy, will be resolved in following manner:

- i) The aggrieved party shall disclose his/her grievance with evidence and in writing to the Vice-Chancellor of the university who is in turn will refer the same to the chairperson of IPR cell to resolve in a time bound manner
- ii) If all or any of the party remain dissatisfied with i) above or Chairman IPR so feels, the Vice-Chancellor will refer the matter to the tribunal of Arbitration consisting of one member appointed by the Vice-Chancellor, one member nominated by the other party and the Legal Advisor of the University.
- iii) The process of resolving the dispute shall be completed expeditiously, normally within 2 months, except in unusual circumstances which will be recorded in writing in the arbitration proceedings.
- iv) The Tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.

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